

Loan# 0035486208

2ND LOAN MODIFICATION TO FIXED RATE

THIS 2ND LOAN MODIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of the 26 day of JUNE, 2008, by and between **JAMES R. SMITH AND NICOLE S. SMITH** (the "**Borrower(s)**"), with a mailing address of 7329 MCELROY ROAD, OLIVE BRANCH, MISSISSIPPI 38654, and **SunTrust Mortgage, Inc.**, 1001 Semmes Avenue, Richmond, VA 23224 (the "**Lender**").

A. Lender is the owner, holder and/or beneficiary of the following instruments (collectively, together with this Agreement, the "**Loan Documents**"):

- (i) An ADJUSTABLE RATE Note, dated APRIL 3, 2007 (as amended hereby, the "**Note**"), between Borrower and Lender, which Note in the original principal balance of \$238,000.00; and
- (ii) A DEED OF TRUST and an ADJUSTABLE RATE Rider, both dated APRIL 3, 2007, between Borrower and Lender (collectively, the "**Mortgage, the Deed of Trust or Security Deed**"), and recorded on APRIL 6, 2007, in DESOTO County, MISSISSIPPI Land Records, in Book 2,694 at Page 477-500, Instrument #N/A and re-recorded on APRIL 20, 2007 in Book 2,702 at Page 163-186 et seq. which secures, among other things, Borrowers' obligation under the Note, and which Mortgage encumbers the following property (the "**Property**"):
- (iii) *A LOAN MODIFICATION AGREEMENT dated MAY 23, 2008 between Borrower and Lender and recorded on JUNE 23, 2008 in DESOTO County, MISSISSIPPI Land Records, in Book 2,915 at Page 793-795, Instrument# N/A, which is hereby deleted, as of the date of this Agreement, in its entirety and replaced with this Second Loan Modification Agreement.*

7329 MCELROY ROAD, OLIVE BRANCH, MISSISSIPPI 38654 ("property address")

See attached Exhibit A of Legal Description

B. The Loan Documents evidence and secure a mortgage loan in favor of Borrower in the original principal amount of \$238,000.00 (the "**Original Loan**"), and Borrower and Lender, upon completion of construction, agree to modification of the terms of the Original Loan, as provided herein.

C. As of the Effective Date of this Agreement, the outstanding principal balance of the Original Loan is \$217,000.00 (the "**Loan**").

In consideration of the circumstances described in the foregoing paragraphs, and for other good and valuable consideration, Lender and Borrower agree as follows:

- 1. Effective Date. The Effective Date of this Agreement is as of MAY 23, 2008.
- 2. Lender Owns Documents. Lender is the owner and holder of the Loan and the Loan Documents and all sums due and to become due under the terms and provisions of the Loan Documents.
- 3. Modified Terms.
 - (a) Interest Rate. As of the Effective Date and continuing for the term of the loan, the interest rate for the Loan shall be fixed at 5.875% per annum.

*SunTrust
BX 26883*

(b) Payments. Borrower shall make monthly payments of principal and interest for the next 347 months hereafter in the amount of \$1,301.41, beginning on JULY 01, 2008, and continuing monthly on the first day of every month thereafter until the Maturity Date, detailed in paragraph 3(c) below.

(c) Term. The term of the Loan shall be extended, with all outstanding principal and interest due on or before MAY 01, 2037 (the "**Maturity Date**").

4. Warranties. Borrower represents and warrants to Lender that: (a) record and legal title to the Property is vested in Borrower, (b) there are no encumbrances or liens on the Property subsequent to the Mortgage (i.e., no other mortgages, no mechanics' liens, etc.), and (c) there are no delinquent taxes or assessments that have become a lien (i.e., a legal claim) on the Property. A breach of any of the foregoing shall constitute a default under the Loan Documents.

5. No Waiver of Lender's Rights. This amendment shall not prejudice any other existing or future rights, remedies, benefits, or powers belonging or occurring to Lender under the Loan Documents, as amended by this Agreement.

6. Compliance. Borrower acknowledges that Lender has fully complied with all of the terms and provisions of the Loan Documents to which Lender is obligated and that Borrower has no defenses under the Loan Documents.

7. Confirmation of Facts. Borrower acknowledges, represents and warrants to Lender that:

(a) All Loan Documents, as modified and amended hereby, are valid, binding and enforceable in accordance with their terms;

(b) Lender has no obligation to grant or make any additional modifications, extensions, or amendments to the Loan Documents with exception of any existing conversion option for which Borrower can qualify to exercise; and

(c) All matters set forth in the Loan Documents are true and correct.

8. Severability. If any provision of this Agreement is limited, restricted, prohibited, or unenforceable under applicable law, such provision shall be construed and enforced so as not to conflict with applicable law. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

9. No Other Changes. Nothing in this Agreement shall modify or amend the terms, conditions, and covenants in the Loan Documents except as expressly provided for in this Agreement and all terms, conditions, and covenants in the Loan Documents shall remain in full force and effect except as expressly modified in this Agreement.

10. Acceleration. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give Borrower written notice of acceleration. The notice shall provide a period of not less than 30 days from the date that the notice is given in which Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.

11. Subsequent Parties also Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. The term "permitted assigns" means any person or entity to whom Lender sells the Loan. Borrower is not allowed to assign the Loan Documents to anybody unless Lender consents in writing, which Lender has no obligation to do.

Signed, Sealed, and delivered
in the presence of:

BORROWER:

Josh Abram
Witness

James R. Smith (SEAL)
JAMES R. SMITH

CPB
Witness

Nicole S. Smith (SEAL)
NICOLE S. SMITH

Sheryl Medford
Witness

LENDER:

Janella Gale
Witness

SunTrust Mortgage, Inc.

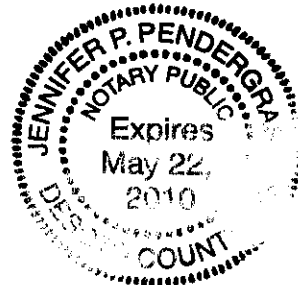
By: [Signature]
MARGARET SLAUTER
VICE PRESIDENT

State of Mississippi §
City/County of DePoto §

On this the 1 day of July, 2008 before me Jennifer Pendergraft, personally appeared JAMES R. SMITH AND NICOLE S. SMITH, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature Jennifer Pendergraft (Seal)
My Commission Expires: May 22, 2010



Commonwealth of Virginia §
City of Richmond §

On this the 3rd day of July, 2008, before me, **Shanna Stewart**, personally appeared **Margaret Slauter**, Vice President, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature Shanna Stewart (Seal)
ID# 7042322
My Commission Expires: September 30, 2010

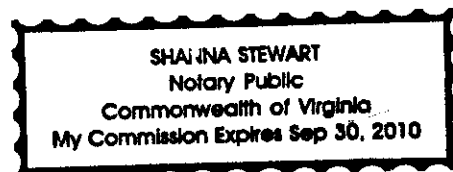


Exhibit A

Lot 46, Section D, A.E. Allison Subdivision, located in Section 20, Township 2 South, Range 6 West, as shown in the recorded plat of the said subdivision in Plat Book 8, Pages 6 & 7, as recorded in the Office of the Chancery Clerk of DeSoto County, MS.